

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

STEVES AND SONS, INC.,

Plaintiff,

v.

Civil Action No. 3:16-cv-545

JELD-WEN, INC.,

Defendant.

VERDICT FORM

I. ANTITRUST CLAIM

1. As to COUNT ONE, we, the jury, find, by a preponderance of the evidence, that JELD-WEN's acquisition of CMI violated Section 7 of the Clayton Act.

Yes ✓

No

If your answer is "No," do not respond to Paragraph 2. If your answer is "Yes," respond to Paragraph 2.

2. As to COUNT ONE, we, the jury, find, by a preponderance of the evidence, that JELD-WEN's violation of Section 7 of the Clayton Act caused an injury to Steves that was of the type that the antitrust laws were intended to prevent.

Yes ✓

No

If your answer is "No," do not respond to Paragraph 3. If your answer is "Yes," respond to Paragraphs 3(a)-(b).

3. (a) As to COUNT ONE, we, the jury, find, by a preponderance of the evidence, that the plaintiff is entitled to damages for antitrust injuries **already sustained** as a result of the following conduct (if none, write "0"):

- (1) JELD-WEN's overcharging Steves for doorskins
(other than Madison or Monroe)

\$ 8,630,567.

- (2) JELD-WEN's overcharging Steves for Madison
and Monroe doorskins

\$ 1,303,035.

- (3) JELD-WEN's shipping defective doorskins to
Steves and failing to reimburse Steves for those
doorskins

\$ 441,458.

- (4) JELD-WEN's refusing to reimburse Steves for
the cost of doors that incorporated defective
doorskins

\$ 1,776,813.

(b) As to COUNT ONE, we, the jury, find, by a preponderance of the evidence, that the plaintiff is entitled to damages in the amount of \$ 46,480,581 for **future lost profits**. If none, write "0."

II. BREACH OF CONTRACT CLAIMS

4. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that the defendant breached Section 6 of the Supply Agreement by overcharging Steves for doorskins (other than Madison and Monroe doorskins, which are addressed separately in Paragraphs 6 and 7 below.)

Yes ✓

No

If your answer is "No," do not respond to Paragraph 5. If your answer is "Yes," respond to Paragraph 5.

5. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that the plaintiff is entitled to damages in the amount of \$ 8,630,567 for the breach of Section 6. If none, write "0."

6. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that the defendant breached Section 1 of the Supply Agreement by overcharging Steves for Madison and Monroe doorskins.

Yes ✓

No

If your answer is "No," do not respond to Paragraph 7. If your answer is "Yes," respond to Paragraph 7.

7. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that the plaintiff is entitled to damages in the amount of \$ 1,303,035 for the breach of Section 1 (overcharging Steves for Madison and Monroe doorskins). If none, write "0."

8. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that the defendant breached Section 8 of the Supply Agreement by shipping defective doorskins to Steves and by failing to reimburse Steves for those doorskins.

Yes ✓

No

If your answer is "No," do not respond to Paragraph 9. If your answer is "Yes," respond to Paragraph 9.

9. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that the plaintiff is entitled to damages in the amount of \$ 441,458 for the breach of Section 8 (failing to reimburse Steves for defective doorskins). If none, write "0."

10. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that Steves proved that Section 8 of the Supply Agreement requires JELD-WEN to reimburse Steves

for the cost of doors made using defective doorskins, and that JELD-WEN breached Section 8 by refusing to reimburse Steves for the cost of doors that incorporated defective doorskins.

Yes ✓

No

If your answer is "No," do not respond to Paragraph 11. If your answer is "Yes," respond to Paragraph 11.

11. As to COUNT TWO, we, the jury, find, by a preponderance of the evidence, that the plaintiff is entitled to damages in the amount of \$ 1,776,813 for the breach of Section 8 (refusing to reimburse Steves for the cost of doors that incorporated defective doorskins). If none, write "0."

**SEALED PURSUANT TO
E-GOVT ACT**

Date: February 15, 2018

FILED
FEB 15 2018
FBI - JEFFERSON